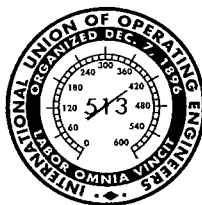


# **OPERATING ENGINEERS 2004-2009 AGREEMENT**

*Negotiated by*

LOCAL UNION 513  
INTERNATIONAL UNION  
OF OPERATING ENGINEERS

A.F.L.



C.I.O.

and

HOISTING ENGINEERS JOINT OUTSTATE  
BUILDING AGREEMENT

## PREFACE

Dear Sir and Brother:

This is your Bargaining Agreement. A lot of effort and sacrifice has gone into making it a reality. Read it, study it, and live up to it; your Employer also has the same obligation. Give a fair day's work for a fair day's wage, and we will all benefit.

Be a good Union member, show your dues book when a fellow tradesman asks for it.

Fraternally,

RICHARD DICKENS  
President-Business Manager

JOHN M. SAUNDERS  
Vice President

DANIEL M. McNAMEE  
Recording Secretary

JOHN H. FEMMER  
Financial Secretary

JOHN LINDSEY  
Treasurer

## OPERATING ENGINEERS

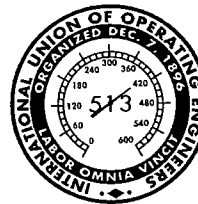
2004-2009

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## HOISTING ENGINEERS JOINT AGREEMENT

THIS AGREEMENT is entered into by and between

\_\_\_\_\_, hereinafter referred to as the "Employer", and LOCAL UNION No. 513, affiliated with the INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, hereinafter referred to as the "Union".

For and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and contract as follows:

### ARTICLE I

#### Intent and Purpose - Area Limits - Recognition

**Section 1.** It is the desire, intent and purpose of the parties hereto that this Agreement shall promote and improve their industrial and economic relationship and make it one that is harmonious and profitable.

**Section 2.** It is the intention of the parties that this Agreement shall make provision for the orderly and expeditious consideration and settlement of rates, pay, wages, hours, working conditions and adjustment of grievances.

**Section 3.** Signatory Employers shall apply this Agreement to all employment of Employees covered hereunder by the Employers party hereto, on all building construction and residential construction work of any such Employer within that part of the territorial jurisdiction of the Union as follows:

Adair	Lewis	Phelps
Audrain	Macon	Pike
Boone	Maries	Pulaski
Callaway	Marion	Putnam

Clark	Miller	Ralls
Cole	Moniteau	Randolph
Crawford	Monroe	Schuyler
Dent	Montgomery	Scotland
Gasconade	Morgan	Shannon
Howell	Osage	Shelby
Knox	Oregon	Texas

**Section 4.** Signatory Employers shall also apply this Agreement to all employment of employees covered hereunder by the Employers party hereto, on all building construction work of any such Employer in all the other counties in Missouri, within the territorial jurisdiction of the Union, provided, however, that should there exist, or be negotiated during the term of this Agreement any other collective bargaining agreement in such other counties covering any of the building construction work above referred to (between the Union and a recognized and authoritative contractor employer group) then in such event that other Agreement shall supplant this Agreement within the area of such counties as it shall cover and the Employers party hereto shall work in those areas and counties under the terms of such other agreement. The additional counties in Missouri within the territorial jurisdiction of the Union are as follows:

Bollinger	Mississippi	Ste. Genevieve
Butler	New Madrid	Scott
Cape Girardeau	Pemiscot	Stoddard
Carter	Perry	Washington
Dunklin	Reynolds	Wayne
Iron	Ripley	
Madison	St. Francois	

This agreement shall apply in the counties listed in Sections 3 and 4 above, but shall not be in effect nor have any application in St. Louis City, St. Louis County, Jefferson, Franklin, St. Charles, Lincoln and Warren Counties. The contractor signatory hereto shall apply and abide by the agreement in effect between the Union and the AGC of St. Louis on all

building work in St. Louis City, St. Louis County, Jefferson, Franklin, St. Charles, Lincoln and Warren Counties.

**Section 5.** On any commercial or industrial construction project, which includes building construction as defined (\*) by the collective bargaining agreement between the AGC Outstate Heavy and Highway Employers and the Union and also when the total project cost is estimated to exceed one million dollars (\$1,000,000), the collective bargaining agreement between the Union and the AGC Outstate Heavy and Highway Employer may apply to all site work and site preparation as defined in that agreement until such time as the building construction contractor moves in on the site and actual construction of the building itself is started, beginning with the digging of the excavation, pile driving, drilling, or dewatering pertaining to the start of the building.

"Building construction is hereby defined to include building structures including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of, and foundations for building construction; However, the preparation, grading, and improvement of the property of site shall be covered by this Local Union 513, International Union of Operating Engineers, 2004-2009 AGC Outstate Heavy and Highway Agreement. Excavation for the foundations and the basement proper shall be considered building construction."

From then on and until completion of the building itself, this collective bargaining agreement, as it relates to all phases of construction in the bargaining agreement shall apply to all work on the project site.

Anything within the property line shall be considered building construction after the start of the building.

Upon completion of the building construction by the building construction contractor, any additional site work or improvement may be completed under the terms of the collective bargaining agreement

between the Union and AGC Outstate Heavy and Highway Employer.

"Home Building" or "Residential Construction" is hereby defined to include:

- A. The building or construction of housing designed for occupancy as single family residences, and
- B. Two or more units on adjoining lots or on lots designated and platted as multifamily development by a single development concern, including cooperative housing, apartments, condominiums, groups of dwellings or row housing, limited to two stories in height, exclusive of the basement, but excluding a project let under total contract by Owner or Agency (primarily governmental), and
- C. Subdivision development, including excavating, grading, foundation construction, and street, driveway and sidewalk paving, and the construction of accessory and service buildings in connection therewith, and
- D. Construction of any other dwelling deemed to be a single family residence under the provisions of Missouri law.

**Section 6.** The Employer recognizes the Union as the sole collective bargaining agency with respect to wages, hours, and other conditions of employment in the unit consisting of Operating Engineer Equipment Operators, Operating Engineer Apprentices, Operating Engineer Foremen, Operating Engineer Firemen, Operating Engineer Mechanics, Operating Engineer Mechanic Trainees, Operating Engineer Greasers, and Operating Engineer Oilers who are employed on work as specified in counties as provided in this Article (Section 3 above).

**Section 7. Representation in Home Office Yard or Permanent Shop and/or Yard.** With regard to representation of employees of the job site unit when

working in the Employer's home office yard or permanent shop and/or yard, and permanent employees working in the Employer's home office yard or permanent shop and/or yard who historically and traditionally have been members of the operating engineer craft, it is understood that the Employer will abide by this Agreement with regard to wages, fringes and other contract benefits. This clause will not change any existing historical and traditional work patterns of Local 513 in the Employer's home office yard or permanent shop and/or yard, and allows the Union the right to represent such employees when working in the Employer's home office yard or permanent shop and/or yard.

**Section 8.** The Employer agrees that it is in the best interest of job progress and efficiency to, insofar as possible, develop and encourage a uniform labor policy on any particular job.

**Section 9.** Employers signatory to this Agreement shall be bound to the impartial board for the settlement of jurisdictional disputes and shall require, as a condition of their subcontract, subcontractors to be bound to the impartial board for the settlement of jurisdictional disputes in the same manner as the contractor signatory to this Agreement.

**Section 10.** The terms and provisions of this Article have been negotiated and agreed upon by and between the parties for the purpose of providing covered employees with the maximum job security and steady employment warranted by the Employer's business and the provisions of applicable law, and for the additional purpose of establishing lawful protection against the possible diminution of the wage scales and working conditions provided for in the collective bargaining agreement.

**Section 11.** The Employer shall not direct, require, or permit any of its employees who are not included within the bargaining unit covered by this Agreement to do or perform any of the work which is

done or performed by those within the bargaining unit. Nor shall owners, employers or persons having a proprietary interest in the business be directed, required or permitted to do or perform any of said work.

**Section 12.** Nothing contained in this Agreement shall be construed to prevent the right of any Employer to subcontract all or any part of work awarded to it. If, however, an Employer elected to subcontract out all or any part of such work, then, in that event, such Employer shall make adequate provision in the contract, Agreement or understanding with the subcontractors to be or become signatory to this collective bargaining agreement and to recognize, abide by and be bound by all of the terms and provisions of this collective bargaining agreement. It is understood and agreed that this subcontractor clause requires said subcontractor to abide by and be bound by the terms and provisions of this collective bargaining agreement only for the period and on the project where the subcontractor relationship exists.

**Section 13.** Nothing contained in this Article shall be construed to force or require any Employer to cease or refrain from doing business with any specific person or employer or otherwise require the disruption of any existing business relationship with any other person or employer nor to force or require any employer to violate the National Labor Relations Act, particularly Section 8 (e) thereof which provides in pertinent part, "It shall be an unfair labor practice for any labor organization or any employer to enter into any contract or agreement, express or implied, whereby such employer ceases or refrains or agrees to cease or refrain from handling, using, selling or dealing in any of the products of any other employer or to cease doing business with any other person." Nothing in this subsection (e) shall apply to an agreement between a labor organization and an employer in the construction industry relating to the contracting

or subcontracting work to be done at the site of the construction, alteration, painting or repair of a building, structure or other work.

## ARTICLE II

### Union Security

**Section 1.** It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the eighth (8th) day following the beginning of their employment or the execution date of this Agreement, whichever is the latter; that the continued employment by the Employer in said unit of persons who are members of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the eighth (8th) day following the execution date of this Agreement.

**Section 2.** The failure of any person to become a member of the Union at such required times shall obligate the Employer upon written notice from the Union to such effect and to the further effect that Union Membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to continue payment of the periodic dues of the Union as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

**Section 3.** The acquisition of Union membership required herein shall obligate employees to do no more than pay an initiation fee and dues for the first

month. The obligation to maintain Union Membership shall be limited to payment of the periodic dues of the Union.

**Section 4.** The Employer shall not be required to discharge any employee for non-compliance with this Article until such time as such Employee is replaced by a qualified Employee, and if the Union requests the discharge of any Employee for non-compliance of the foregoing, the Union agrees to indemnify the Employer and hold the Employer harmless of any liability or claims therewith in connection with the termination of the employment of such Employee in compliance with the request of the Union.

**Section 5.** Should the National Labor Relations Act be amended at any time during the term of this Agreement in such manner that the Union or the Employer would be privileged to seek different provisions relating the Union Security, then, in such event, this Agreement may be reopened at the option of the Union or the Employer for renegotiation of the question of Union Security, but shall not be reopened for any other question, except as may be hereinafter provided. If the Union or the Employer desires to exercise such option under such circumstances, it shall give a sixty (60) day prior notice of its intention to do so, and should the Union exercise said option, it shall be free to strike in support of same, anything to the contrary in this Agreement notwithstanding.

### ARTICLE III

#### Manner of Employment

**Section 1.** It is understood and agreed that no Employees falling within the classes of persons covered by this collective bargaining agreement shall be hired except in accordance with the terms of this Article. Whenever an Employer desires new or additional help, the Employer shall notify the referral office of the Union, either in writing, in person, or by

telephone, stating the job location, starting time, approximate duration of the job, the type of work to be performed, and the number of workmen desired. Subject to the procedures outlined in this Article, the Union referral office shall refer qualified job applicants to meet the needs of the Employer. Also, there shall be a prejob conference whenever a Foreman is to be required when requested by either the Union or the Employer.

**Section 2. Registration** It shall be the sole responsibility of the Union, not the responsibility of any Employer, to establish and maintain an appropriate registration facility for qualified applicants for employment in job classifications covered by this collective bargaining agreement. Registration shall be on a monthly basis and shall be without discrimination in any manner. The following registration list shall be maintained as follows:

All applicants shall be registered on the respective appropriate list which shall show the date of their registration. Each applicant for employment shall be expected and required to furnish such data, records, names of Employers, dates and length of employment, evidence of requisite qualifications, and other related information as may be determined necessary by the Union's registration facility to enable proper referral hereunder, and each applicant shall complete such forms relating to registration as shall be submitted to him.

**Section 3.** In the interest of maintaining an efficient system in the industry providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the Employees in their employment status within the area, and of eliminating discrimination in employment because of membership, or non-membership in the Union, the parties agree to the following system of referral of applicants for employment:

- A. No Employee or applicant for employment shall be required by the Employer to complete

any application for employment except required payroll and emergency information.

- B. The Union shall be the sole and exclusive source of referrals of applicants for employment.
- C. If, within twenty-four (24) hours following the request of the Employer for the referral of job applicants, the Union is unable to refer needed help, then, in that event, the Employer may hire from any source provided that if no registrant is available at the time the request for referral is made by an Employer, the Union list administrator shall so state and the Employer may hire forthwith. In this event, however, the Employer shall promptly notify the Union of persons so employed, giving their names, job classifications, and probable length of employment.
- D. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union, and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements, or by race, color, creed, age or sex. All such selections and referrals shall be in accordance with the following procedures.
- E. In the event the Employer violates any provisions of this Article and the Employer is notified in writing by the Union's Business Manager and fails to correct said violation, or violations, within twenty-four (24) hours after receipt of notice from the Union, the Union shall have the right to immediately subject said Employer to all legal and economic recourses, notwithstanding any provision in this Agreement to the contrary. The Union

assumes full responsibility to each applicant for employment for any loss or damage resulting from referral discrimination or other violation of law by the Union, its representatives, agents or employees operating a referral office in which it is established such violation occurred.

- F. The Employer will, when requesting referrals from the local Union (1) specify the number of employees required; (2) the location of the project; (3) the nature and type of construction involved; (4) the work to be performed and (5) such other information as is deemed essential by the Employer in order to enable the Union to make proper referral of applicants.

**REFERRAL OF MEN:** Upon the request of an Employer for the referral of applicants for work, the Union shall refer qualified registrants in sufficient number to meet the needs of the Employer as requested. The following order of referral shall prevail.

**FIRST:** Registrants requested by the Employer by names who have worked for that Employer within a period of twelve (12) months preceding the date of request for a total of at least thirty (30) days during that period, irrespective of such registrants position on the registration list, but, if the number of registrants so requested be insufficient to fill the Employer's needs, then

**SECOND:** Registrants who have worked for any Employer signatory to this Agreement within a period of two (2) years preceding the date of their registration, then

**THIRD: All other registrants.** The order of referral shall be from the current monthly appropriate registration list on a first in, first out, basis, except as to registrants by name.

**FOURTH:** Nothing contained herein shall deny the Union the right to select any applicant for referral

on the basis of experience in the industry, qualifications, skill, or the Employer's preference regardless of the employee's place on the out-of-work list. The referral office shall require all applicants who have not previously registered to submit a resume of experience and qualifications.

**Section 4.** Each Employer shall be privileged to hire or refuse to hire, at their option, any job applicant referred for the purpose of circumventing the order of referral of registrants as herein provided for.

**Section 5. Non-Discriminatory Referral.** The referral of applicants for employment shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect of or obligation of union membership, policies or requirements, or by race, color, creed, age or sex.

The Union shall post at the referral office and the Employer at the job site the provisions hereof relating to the function of the hiring procedures as specified herein. Registration list shall be made available to Employers when requested.

**Section 6. Non-Liability of Employers.** It is understood and agreed that it shall be the sole duty and responsibility of the Union to establish and maintain an appropriate and legal manner hiring hall facilities; that no Employer shall have any duty or obligation to participate therein or to police or investigate the operation thereof; and that the Union shall hold the Employer harmless from any financial responsibility, liability and loss resulting from the failure of the Union, if any, to establish, maintain and administer the referral facility in a proper and legal manner. Should the Union fail to fulfill this obligation to indemnify and hold an Employer harmless, as above provided, this entire Article providing for manner of employment shall henceforth become null and void.

**Section 7. Hiring Hall Procedures and Regulations.** These hiring hall procedures and regulations represent basic guidelines for registration for and referral to available work under the Agreement. Our right to register and refer men for available work is provided for in this Agreement.

1. Registration for employment in the various groups mentioned in this Agreement will be open to all persons one day each month, the day being the first Monday of the month. All persons may register on that day between the hours of 7:00 A.M. and 3:00 P.M.
2. Registration shall be on a monthly basis and will not be carried forward from month to month. Provided, however, that persons who have registered but were not referred to work may request, either orally or in writing, that their previous registration be renewed for another month.
3. You must be available for contact by telephone and if you cannot be reached after a telephone call is made to the number you leave with us, you will lose your right to be referred to the work then available.
4. Persons need not be members of Local No. 513 in order to register and be referred out to work. But, take notice that the Agreement requires Employees to become members of the Union to the extent of payment of the Union's initiation fee and dues not later than the 31st day after going to work.
5. If a person is referred to work and then quits his job without first notifying the hiring hall, he will not be entitled to register or be referred until the next monthly registration period.
6. Any person referred to work and goes to work, but works less than five (5) working days will be entitled to be put back in his original place on hiring list.

**Section 8. Grievances.** All disputes, differences and disagreements which may hereafter arise between the parties with respect to this Article, or between the parties and any person seeking registration and referral, shall be determined, resolved and finally disposed of under the grievance and arbitration provisions of this Agreement. No person shall be denied access to said procedures because of membership or non-membership in this or any other Union or because he is not employed by an Employer obligated thereto.

**Section 9. Modification.** This entire Article may be modified or rescinded by mutual consent of the contractor and the Union at any time during the term of this Agreement of which it is a part.

The Employer shall have the right to accept or reject for good cause, to employ or not to employ for good cause, any man furnished by the Union, or to discharge for good cause any man once accepted who afterwards proves unsatisfactory to the Employer. The Union shall have the right in all instances to question whether or not the actions of the Employer were for good cause. An unqualified Employee may be discharged on the day hired, with pay only for actual hours worked. It is understood, however, that the Union shall not be the sole judge of what is or what is not good cause.

If employee does not agree that he was discharged for good cause he has the right either directly or through the Union to submit the question to arbitration.

The Employer shall be the sole judge of and have the right to determine the number of Employees required on the job or any certain portion of the work being done by the Employer. There shall be no restrictions of the use of machinery, tools, or appliances.

**Section 10. Apprenticeship.** The parties agree that it is in their mutual interest and in the interest of

the entire construction industry that new employees be adequately trained in the operation of the equipment covered by this Agreement.

Therefore, Article III, Manner of Employment and Article VII are modified by this Article as they apply to apprenticeship.

The apprenticeship coordinator shall request apprentices by name from the union referral office to fill requests to him from employers for apprentices to fill specified jobs. The apprentice may be moved from job to job by the coordinator to provide the needed training for his apprenticeship. The apprentice coordinator will notify the Union and the Employer before he moves an apprentice from one job to another. Seniority will not apply to the apprentice during his apprenticeship. Apprentices may not be bumped by a member of the bargaining unit.

Operating Engineer apprentices may be assigned to any equipment in the bargaining agreement, according to the ability of the apprentice with the following exceptions. Under no circumstances will an apprentice be allowed to operate the following equipment: pumps, compressors, welders, generators, elevators, or any other standby equipment, on work day when an apprentice has to finish out the day, he can be put on one of the machines listed in this paragraph, not to exceed the last two hours in the day.

When an apprentice is employed as an oiler on a job and when time permits after he has performed his duties as an oiler, he shall be permitted to run other machines on the job under the supervision of the operator assigned to the machines. The apprentice will perform these training duties with the specific permission of the operator he is oiling for and the job supervisor. Other oilers or operators of standby equipment will be allowed to cover for the apprentice when he is training on another machine on the job site. The foregoing does not mean that the apprentice will not perform his regular job. If his oiler duties

are keeping him busy he will forego training on other machines.

When a registered apprentice is performing operator duties, there shall not be more than one apprentice per six journeymen without the consent of the business agent in that area. Any employer may employ an apprentice, however, under no circumstances shall an apprentice perform journeyman work on any project where no other journeyman in the employ of the said contractor is employed, except on jobs where governmental authority has specific requirements for apprentices, trainees or minorities or women.

Apprentices shall receive the following applicable percentage of the journeyman rate in Group 2 per hours plus payments into Welfare, Pension, Apprenticeship and Vacation Funds as provided in this Agreement:

1st Year .....	65%
2nd Year .....	75%
3rd Year .....	80%

#### ARTICLE IV

##### Job Classifications - General Work Duties General Working Conditions

**Section 1. Operator Duties.** The duties of the Operator will be those incident to the operation of the equipment to which he is assigned.

He shall grease the equipment he operates when an oiler, greaser or mechanic is not employed. He shall not be assigned to work as an oiler, greaser or apprentice.

Should he be required by his Employer to grease, maintain, repair or operate his machine before 8:00 A.M. starting time, he shall be paid a minimum of one-half (1/2) hour of contractual overtime for such work.

He may be permitted to take his machine out of production at the Employer's discretion at a given time during the afternoon to again grease for the afternoon work. Should such greasing or repairs involve overtime, he shall be paid therefor.

**Section 2. Foremen.** An operating or non-operating foreman will be selected at the prejob conference to be operating or non-operating foreman for any one Employer for each shift on any one project of an Employer having six (6) or more members of the bargaining unit. An additional foreman, non-operating, is required on such projects having fifteen (15) or more members of the bargaining unit. An additional foreman shall be required for thirty (30) members of the bargaining unit and for every twenty (20) members of the bargaining unit on such project thereafter. Foremen shall have only such authority as assigned by the Employer. Foreman with six (6) or thirty (30) members of the bargaining unit may be operating or non-operating at the Employers option. However, when there are thirty-two (32) members of the bargaining unit, the third foreman shall be non-operating. The foreman added for every twenty (20) members of the bargaining unit thereafter shall be non-operating.

Foreman shall receive not less than \$.50 per hour over and above the rates of pay for crane operator or other operators employed on each project including premiums with a maximum of \$.75 in premiums during his employment as foreman. When two (2) or more foremen are on any project one shall be a General foreman and receive \$.75 per hour over and above the rates of pay for crane operator or other operators employed on each project including premiums with a maximum of \$.75 in premiums during his employment as foreman. In the event of overtime the foreman shall remain on the job when more than three (3) Employees are working. Any pickups or necessary transportation for the foreman shall be provided by the Employer.

The overtime rate for Foreman and General Foreman shall be the rate as outlined in Article V, Section 7, below:

Duties of the foreman shall be: (1) To direct employees in the performance of the work. (2) To replace and absenteeism. (3) To replace any operating engineer who has started to work, and may have to leave through no fault of the Employer. (4) To assist any operating engineer who may need help or advice. (5) To secure help as needed on the job when directed to do so by the Employer. (6) To assign operating engineers to the equipment if the Employer so desires. (7) To operate any equipment on the job provided the Employer has made an effort to hire an operator.

No non-operating foreman shall be allowed to operate, repair or maintain any mechanical equipment when such operation takes the job of an Employee covered by this Agreement except as provided in this Article under the "Duties of Foreman".

There shall be a prejob conference on any project requiring a foreman or foremen when requested by either the Union or the Employer. The Employer shall notify the Union who will be selected for this position before appointment is made and said appointee shall be a member of the local bargaining unit.

Foreman: When the number of employees temporarily reaches the number requiring a foreman, the following shall apply:

- (a) If for less than one (1) day - no foreman required.
- (b) If for one (1) day or two (2) days - foreman rate shall be paid for each day.
- (c) Three (3), four (4) or five (5) consecutive days - foreman rate shall be paid for one (1) week.
- (d) Over five (5) consecutive days - foreman rate shall be paid for each week involved.

**Section 3. Oiler.** The Oiler shall perform work incident to the operation of the piece of equipment to which he is assigned by the Employer, assist the Operator thereof generally in the performance of the latter's duties, such as greasing, oiling, cleaning, fueling of the machine, and make himself generally useful toward the progress of the job. At the Employer's option, the Oiler shall take his lunch period before or after the engineer's lunch period. The Oiler shall not be assigned work which is normally performed by other Employees in the bargaining unit here involved.

The Oiler, when employed, shall be under the direction of the equipment operator and Foreman.

Should he be required to grease and prepare the equipment for the operator before the regular starting time, he shall receive a minimum of one-half (1/2) hour at contractual overtime for such work.

He shall, with the Employer's permission, be given every opportunity to learn to operate the equipment to which he is assigned.

**Section 4. Mechanic and Mechanic Trainee.** The Mechanic or Trainee shall do repair work of any and all kinds upon equipment including the repairs, maintenance, welding, oiling, fueling, and greasing, loading and unloading of equipment. The Employer has the right and shall have the option to send repair work to any shop, and shall not be required to perform any or all repair work with his own employees. The Mechanic or Trainee shall not be assigned to work which is normally performed by other employees in the bargaining unit.

The regular starting time for field mechanics can begin any time between 7:00 A.M. and 8:00 A.M. with all work in excess of eight (8) hours on any regular work day at the overtime rate.

**Section 5. Fireman.** The Fireman shall raise steam and assist the Engineer. Should he be

required to raise steam before regular starting time, he shall receive overtime for actual time worked before regular starting time. If he reports for work and raises steam, and there is no work at regular starting time, he shall receive pay for not less than two (2) straight time hours plus one (1) hour minimum overtime for actual time worked before regular starting time.

**Section 6. Greaser.** The Greaser shall check and properly lubricate all equipment assigned to him.

He shall report to the Foreman or Employer such equipment which, in his judgment, may not be in proper working condition.

The Greaser shall not be assigned to any work which is assigned to other Employees in the unit in accordance with the terms of this Agreement.

Greaser may be employed at the straight time wage rate for duties which require hours different from those of other operations. He shall be compensated for show up and work times as per Article V, Section 2 and overtime as per Article V, Section 7, below.

It is agreed that a greaser should not work alone where there is danger due to the neighborhood where project is located.

**Section 7. Concrete Saw.** Self-propelled concrete saw operator on paving work shall work under the same conditions as set out in Section 6 above. This does not apply to concrete slabs in building construction.

## ARTICLE V

### Hours of Work

**Section 1. Hours of Work.** Regular work day for which employees shall be compensated at straight time hourly rates of pay shall, unless otherwise provided for in this Agreement, begin at 8:00 A.M. and end at 4:30 P.M.

Regular work day shall be from 8:00 A.M. to 4:30 P.M. Starting time may be advanced one hour providing all men working on the same job operation start at the same time. At the request of the Employer and permission of the Union, starting time may be advanced an additional hour. On Saturdays, Sundays and Holidays, if a man starts work at the regular starting time, he gets paid for four (4) hours. If he starts in the afternoon and works less than four (4) hours, he gets paid for four (4) hours. On these days the compensation shall be at the overtime rate.

All men are expected to report for work each morning and each afternoon following their lunch period unless notified before quitting time not to do so. Provided, however, if inclement weather or changed job conditions should occur during the lunch period and if employees are notified there is no work before the lunch period is over, their pay will stop for that day at the beginning of the lunch period. If inclement weather or changed job conditions should occur during the interim between each day's work, then the Employer or a representative designated by him shall have the privilege, up to one (1) hour before official job starting time, of notifying the men by telephone not to report for work and if such notification is given, the Employer shall not be obligated to pay a man reporting for work the "show up" time hereinafter provided for.

For emergency work in the public interest, i.e. snow removal, starting time will begin when Employee starts to work with all work over eight (8) hours to be at the overtime rate. The overtime rate shall be paid for all hours worked between midnight Friday and midnight Sunday or from midnight to midnight on Holidays with a guarantee of two (2) hours show up, four (4) hours if Employee begins work, and eight (8) hours if Employee works more than four (4) hours.

In the event Plan Bulldozer is put into use, starting time will begin when Employee starts to work with all

work over eight (8) hours to be at the overtime rate until work is performed under contract with appropriate agency.

Where in any locality existing traffic conditions, job conditions, or weather conditions render it desirable to start the day shift at an earlier or later hour, such starting may with the mutual consent of the individual Employer and the Union be earlier or later without requiring payment of overtime rates by reason of the changed starting time. In that event, the starting time agreed to must continue for the duration of the job or until changed by mutual consent.

During the months of November 1st through March 1st when daylight savings time is in effect and it is too dark to work normally, the starting time may be changed to a starting time between 8:00 A.M. and 9:00 A.M.

**Section 2.** Except for the provisions last above specified and the provisions of Section 3 below, Employees reporting for work and finding no work available in their particular classification shall be paid for two (2) hours show up time at the straight time rate applicable to their classification, with one (1) hour holding time. As provided in Section 6, below, if Employees begin working the morning and work for less than four (4) hours, they shall be paid for four (4) hours work. These provisions for four (4) hour guarantees shall likewise apply to Saturdays, Sundays and Holidays, but on these days the compensation shall be at the applicable overtime rate.

In case of layoff or discharge of an Employee at noon or afternoon, Employee will be notified by 11:30 A.M. or one-half (1/2) hour before quitting time in the afternoon; if not notified as set out above he shall receive in addition to the time earned, two (2) hours pay at the straight time rate.

When an Employee is discharged for other than lack of work, he shall be paid in full at time of layoff. When an employee quits, he shall wait until the next

regular pay period for his check. When an employee is laid off because of lack of work, the Employer may mail the employee's check without penalty, provided it is postmarked no later than the next regular work day following the layoff, the Employer shall pay the employee two (2) hours time at the straight time rate per day of delay. Employee must notify the Union and the Employer within five (5) days after his layoff that he has not been paid, or the penalty for late payment will stop.

When Employee works before the regular starting time on an overtime basis and is stopped by inclement weather before the regular starting time, Employee shall be paid from the time he begins work until the regular starting time at the overtime rate plus two (2) hours show up pay at the straight time rate.

**Section 3.** The terms and provisions of Section 1 and 2, above, are intended, in part, to give Employees compensation for show up time whenever their Employer fails to give them reasonable advance notice of the fact that work is not available. But said terms and provisions are not intended to impose unreasonable burdens or expenses on any Employer. Therefore, the "show-up" time shall not be due and payable to any Employee if the Employee does not have a telephone and fails to notify his Employer of a telephone number to be used for notification purposes. Furthermore, if the Employer arranges for telephone notification by Western Union and a telephone call is made by Western Union at least one (1) hour prior to official starting time, "show-up" time shall not be due and payable even though an Employee is not actually reached either because he is not at home or because no one answers the telephone. Provided, however, a notification of more than one (1) hour shall be required whenever it would require an Employee more than one (1) hour to travel from his home to the job site.

**Section 4.** The regular work week shall consist of

five (5) days, Monday through Friday, beginning at 8:00 A.M. and ending at 4:30 P.M.

**Section 5.** On projects that cannot be performed during the regular work day, i.e. plant maintenance and modifications of operating plants, in such cases a seven (7) hour work period with eight (8) hours pay may be performed with starting time to begin when Employee starts to work and all over seven (7) hours to be at the overtime rate. All other work rules, guaranteed payment and other provisions of this collective bargaining agreement shall apply when such work is being performed.

When specifications issued by governmental agencies require street, road, bridge or aircraft operating area work to be performed outside the regular work day, in such cases, a seven (7) hour work period with eight (8) hours pay may be performed with starting time to begin when employee starts to work and all over seven (7) hours to be at the overtime rate. This does not apply to Saturdays, Sundays or Holidays. These days to be at the contractual overtime rate.

**Section 6. Work Day - Building Construction.** When working on building construction, if an Employee starts to work at the regular starting time he shall receive not less than four (4) hours pay at the applicable rate for that day. If he starts work after lunch, he shall receive eight (8) hours pay. If he reports for work and finding no work, he shall receive two (2) hours show-up time, with one (1) hour holding time.

Employee may be assigned to other work of the bargaining unit or moved to another job by the Employer to conform to the provisions of Article VII, Seniority.

The provisions of this Section apply only to the building proper beginning with excavation for the foundations or basement, pile driving, drilling, dewatering of building excavation, and the handling component parts of the building.

**Section 7. Overtime.** In this contract all overtime work performed on Monday through Saturday shall be paid at time and one-half the hourly rate plus an amount equal to one-half of the hourly pension, welfare, annuity, and JATF contributions.

All work performed on Sundays and Holidays shall be paid at double the hourly rate plus an amount equal to the pension, welfare, annuity, and JATF contributions.

For overtime work on building work on Monday through Saturday where the employee is serving another craft, employee shall be paid at the same overtime rate (time and one-half or double time) as the craft being served.

When an employee services multi crafts on overtime and one of the crafts being serviced receives double time, employee shall be paid at the double time rate for all overtime hours worked that day.

Overtime rates shall be rounded off with one-half (1/2) cent or less being dropped and over one-half (1/2) cent being paid as one (1) cent.

All overtime shall be computed in one-half (1/2) hour increments. It is understood that overtime rates apply from 8:00 A.M. Saturday to 8:00 A.M. Monday, and similarly on Holidays, except as modified in Section 5.01 of this Agreement.

In the event an employee has completed his regular shift and left the site of the work and is called back to perform work, such employee shall be paid a minimum of two (2) hours at the overtime rate.

Where it becomes necessary to work at night, in department stores, commercial and rental buildings, and the equipment is used in remodeling or repairing same, employees shall receive no less than four (4) hours pay at the overtime rate. Beyond the four (4) hours above stated, the employee shall be paid for

the actual hours worked at the overtime rate.

#### Section 8. Shift Work.

- A. When shift work is required, the Employer will notify the Union.
- B. When three shifts of men per day are employed, Employees covered by this Agreement must be employed for not less than three shifts, seventy-two (72) hours, which must be continuous except that work may be performed on Sunday, or not, as hereinafter provided.
- C. Shift work must start at 8:00 A.M. each Monday, which is considered the first shift on the calendar day of each calendar week. Each shift shall be for eight (8) hours. Employees covered by this Agreement shall be allowed one-half (1/2) hour for lunch of which there shall be no deduction from their pay.
- D. Shift work shall continue for three shifts when started and if discontinued for any cause before the three shifts shall have been worked, the Employees covered by this Agreement shall be paid for not less than three shifts, although the Employer shall have the option of paying the applicable overtime rate for the shift actually worked, allowing all Employees covered by this Agreement to receive pay for the same amount of hours.
- E. Saturdays and Sundays shall not be counted as shifts if not worked, but if they are worked at all they shall be worked full time as provided for other days of the week.
- F. Sundays and Holidays shall be paid for at double-time rate when worked, except that there be no deduction from the weekly pay for Holidays not worked.
- G. Two shifts per day, or eight (8) hours per shift,

or eighty (80) hours per week, may be arranged by mutual agreement between the Employer and the Business Agent of the Union. The starting time of the first of such shifts, shall be 8:00 A.M. However, there shall be no intermission between the time the first shift finishes and the second shift begins.

- H. Arrangements may be made by the Employer and the Business Agent of this Local Union to work overtime on a two shift job at the applicable overtime rate.
- I. An Employee covered by this Agreement working on one shift and substituting for another Employee covered by this Agreement on other shift shall be entitled to wages allowed for each shift such employee works.
- J. An additional two dollars and 50 cents (\$2.50) per hour shall be added to the regular wage rate on all classifications for work performed on the second shift.
- K. An additional three dollars and 50 cents (\$3.50) per hour shall be added to the regular wage on all classification for work performed on the third shift.
- L. On grading or paving work, in the event of inclement weather the consecutive day rule will not apply.
- M. On dredge work and tunnel work except road and railroad crossings, shift work shall continue for five shifts when started and not discontinued for any cause before the five shifts shall have been worked, the Employees covered by this Agreement shall be paid for not less than five shifts, although the Employer shall have the option of paying the applicable overtime rate for the shifts actually worked, allowing all Employees covered by this Agreement to receive pay for the same amount of hours.

**Section 9.** On the subject of new-hired employees, the following provision shall apply: On the first day, notwithstanding any provision in the contract to the contrary, when and if hired, an engineer, oiler or apprentice shall be paid from the time they report on the job for the actual hours worked with no less than four (4) hours pay for the day.

**Section 10. Inclement Weather.** Notwithstanding anything to the contrary in Sections 5.01 through 5.09, the following shall apply:

If, at the designated starting time, the Employer elects not to proceed with work due to rain, snow or sleet then falling, the employee shall be paid one (1) hour show up at the applicable rate.

If, after starting work, the Employer elects not to continue due to rain, snow or sleet, employees covered hereunder shall be paid for the actual hours worked, with a minimum of one (1) hour. Employees shall remain on the job until released by the Employer, and such waiting time shall be counted as hours worked and paid as such.

#### **ARTICLE VI**

##### **Pump, Welding Machine, Heater, Plant Air, Plant Steam and Compressor**

**Section 1.** When being operated by the Employer on any job, no operator is required unless said Employer has a member of the bargaining unit here involved on his payroll on said job in which event one (1) of the said operators shall be paid a fifty (\$.50) cents per unit per hour premium during normal workday period to cover each of the following units or any combination of them:

- Pumps, self-powered 2" and under
- Plant air
- Plant steam
- Grout pump
- Heater

- Electric submersible pump 4" and under
- Air compressor, 185 cfm and under

**Section 2.** One (1) operator shall cover four(4) through six (6) pieces of the following standby equipment, except compressors as modified below, regardless of size unless so specified, in any combination, for an Employer on a project:

- Pump, self-powered over 2"
- Welding machines (internal combustion)
- Electric submersible pumps, over 4"
- Generators, 30 KW or over
- 1 through 4, Compressors, over 185 CFM
- Heaters, fuel fired with forced air

No operator is required for one (1) of the above mentioned units except compressors unless the Employer has a member of the bargaining unit on his payroll, on the job in which event one (1) of the operators shall be paid fifty (\$.50) cents per hour premium during normal workday period to cover each unit. Premium shall be paid for each hour worked for the day.

The Employer may operate only one 185 CFM or under compressor on a project site without an assigned operator.

Provisions for dewatering systems are set forth in Article VIII, Section 22.

**Section 3. Heaters.** Temporary heaters such as Herman Nelson, Dravo, Warner, Silent 'Glo and similar types will be covered for temporary heating on a shift basis except that one (1) day of sixteen (16) or twenty-four (24) hours constitutes a shift. It is understood that overtime rates apply from 8:00 A.M. Saturday to 8:00 A.M. Monday and similarly on Holidays. When on a shift work basis, there will be an Employee on each shift.

## ARTICLE VII

### Seniority

**Section 1.** Seniority shall be construed to mean the assignment of an Employee to the operation of a given piece of equipment to a given Employee on a particular job, subject to the clarifications set forth below.

**Section 2.** The Employer shall have a minimum of three (3) full working days, including the day on which the Employee started work on a particular piece of equipment, to determine, in his sole judgment, whether or not he considers the Employee qualified to satisfactorily perform the work to which he was assigned and to replace such Employee as the Employer determines. If Employee is not notified by the end of the third day, he shall have established seniority.

Should the Employer feel the Employee not qualified after the aforesaid first three (3) days, he shall discuss such qualification with the Union representative and such Employee shall not be considered disqualified until Agreement is reached between the Employer and the Union.

**Section 3.** Seniority on a given machine shall terminate when machine is moved off the job. Seniority on a given machine shall also terminate when the attachments to that machine are changed for example, but not limited to, crane from hook to bucket to clamshell to dragline to backhoe to shovel, etc. and bulldozer from tractor to blade to scoop, etc. When attachment is changed, the original employee on the machine shall be given an opportunity to prove his qualification with the new attachment in accordance with qualification Article VII, Section 2. The above reference to termination of seniority when machine is moved off the job shall not apply in event of breakdown.

**Section 4.** When a machine is shut down for a period of one (1) week or more on any one (1) job

site, there shall be no carry-over of seniority on machine when it is again put in production.

**Section 5.** When a machine is moved to a new job site, the operator moving such machine to new job site cannot claim seniority on new job site unless he is ordered by Employer to work on site.

**Section 6.** When Employee is alternately running two or more machines on the same job and an additional Employee is put on the job, the Employer shall determine on which piece of equipment the first Employee shall have seniority.

**Section 7.** By agreement with representatives of the Union on a particular job, seniority does not apply to short duration jobs or jobs not running steadily.

**Section 8.** When work is operated on a shift basis, the Employer shall determine which Employees work on which shift on which equipment.

**Section 9.** If an operator used on rough grading on a job does not prove capable to do the final dress-up work, he may be replaced by a qualified operator.

**Section 10.** On any day when equipment on a job is idle, such as during inclement weather, and one (1) man is employed that day he may run other Employees' equipment to finish out the day.

**Section 11.** Except as provided below, seniority shall not apply to the following equipment; welding machines, pumps, elevators, small hoists, conveyors (as ladavators), heaters, compressors, and other such small equipment. The Employer shall have the right to assign such work to any employee he desires in accordance with terms of this Agreement, providing, however, that the assignment made to an employee under the age of fifty-five (55) shall not exceed two consecutive days in duration.

For employees of the bargaining unit, fifty-five (55) years of age and older, seniority on the above equipment shall prevail after five (5) working days.

The above provisions shall apply to projects bid after May 1, 2004.

## ARTICLE VIII

### Miscellaneous Working Conditions

**Section 1. Subsistence.** When an Employee is required to temporarily transfer to building work of the Employer (as covered by this Agreement) which is covered in the territorial jurisdiction of the Union but outside of St. Louis and St. Louis County, Missouri, and during the progress of such job, said Employee is required by the Employer to live in the locality of the job at other than his usual, normal and ordinary residence, the Employer shall reimburse said Employee for living expenses incurred (by reason of maintaining such additional required residence) at a rate consistent with reasonable transient living expenses in that locality with amount of said living expenses to be mutually agreed upon between Employer and Employee.

In no event shall the subsistence provided for in this Section be less than that given by the Employer to Employees of other crafts which, like this Union, have a collective bargaining agreement with the contractor.

**Section 2. Mealtime.** If an Employee starts to work before 6:00 A.M., there shall be a one-half (1/2) hour mealtime allowed during the first five (5) hours.

**Section 3. Lunch Period.** The thirty (30) minutes lunch period shall start between 12:00 noon and 12:30 P.M. Employees whose lunch period starts before or after the above-designated hours shall be paid one-half (1/2) hour at the applicable overtime rate for such lunch period.

**Section 4. Supper time.** Employees are to be allowed one-half (1/2) hour for supper with pay at contractual overtime rate if they work two (2) hours' overtime after the end of their regular work day and if

they are to continue work after this supper period. In the event of additional overtime, Employees will be allowed one-half (1/2) hour mealtime with pay as provided above after each additional four (4) hours' overtime beyond the previous overtime plus mealtime, provided they are to continue working after such additional mealtime.

Where possible, Employees shall arrange to eat alternately to permit work to proceed continuously but this shall not be construed to deprive an Employee of mealtime privilege and payment.

**Section 5. Holidays.** The following days, or the days observed as such, shall be recognized as legal Holidays: New Years Day, Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. No work shall be done on these days except in emergency to protect life or property.

When any of the above Holidays fall on Sunday, the Monday following shall be observed as such Holiday.

**Section 6. Shifting Employee.** When an Employee operates more than one (1) piece of equipment requiring an operator in a single day, the Employee shall receive the two drum rate for all hours worked in the day involved.

On a job where the Employer has an extra machine, in the event of a breakdown, the operator and/or oiler may be transferred to operate the extra machine without regard to the limitations set out above.

An operator will be permitted to make four (4) changes in one day, not to exceed three (3) machines. He will be paid at the highest applicable rate for all day on any project whose total amount is one million dollars (\$1,000,000) and over.

There will be unlimited changes for any operator by a masonry contractor. The engineer or oiler regularly employed on a machine shall work the regular

and overtime hours on such machines.

When an Employee is used to load or unload a machine, it will not constitute a change as outlined above.

**Section 7. Steward.** The Steward shall be appointed by the Business Agent or President and shall have seniority rights on the job over all other employees in the bargaining unit, provided he is qualified for the remaining work.

Steward shall be a working Employee who shall, in addition to his work, be permitted to perform his Union duties during working hours. The Union agrees that such duties shall be performed as expeditiously as possible and at times during the shift when his duties as Steward will not hamper or stop the work of the trade, and the Contractor agrees to allow the Steward a reasonable amount of time for the performance of such duties.

The Steward shall not have the authority to shut down any job.

**Section 8. Repairing Equipment.** The engineer (and oiler when employed) shall repair the equipment he or they operate with the following exceptions:

Where the engineer (and oiler when employed) cannot perform the work, then a mechanic in the employ of the Employer may make the needed repairs. The engineer (and oiler when employed) may be transferred until needed repairs are completed.

Should the Employer desire to lay off, or discharge the engineer (and oiler when employed) when repairs to the equipment are being made, he (they) shall receive eight (8) hours' pay at the rate set out in pay classification for the day of the breakdown.

**Section 9. Loading Equipment.** Employees in the Unit herein involved shall be employed to load or unload self-propelled equipment. On only such

equipment which requires an oiler or fireman in addition to an operator shall the crew accompany the machine when being moved.

**Section 10. Payday.** Pay week to end on Tuesday with payday on Friday by quitting time except in bad weather when paycheck will be at the job sites promptly in the morning when operators are unable to work.

If checks are not distributed to the employees by quitting time, there will be a four (4) hour penalty for that day and for each day of delay thereafter at a rate of time and one-half. Such penalty will be paid to each employee to whom checks were not distributed. All wages shall be payable by the Employer in United States Currency or in Negotiable Checks.

b) Pay week will to end on Sunday with payday on Friday by quitting time, except in bad weather when paychecks will be at the job sites promptly in the morning when operators are unable to work.

If checks are not distributed to the employees by quitting time, there will be a four (4) hour penalty for that day and for each day of delay thereafter at a rate of time and one-half. Such penalty will be paid to each employee to whom checks were not distributed. All wages shall be payable by the employer in United States Currency or in Negotiable Checks.

The Employer shall comply with the Federal laws by furnishing check stub or receipt showing gross amount of check, itemized deductions, and hours worked (or amounts for) both regular and overtime.

Upon approval of the employee, wage payments may be paid by direct deposit to the employee's account.

Any Employer who fails to have sufficient funds in the bank to meet all paychecks issued to Employees shall be liable also for the cost of collecting the amount due, and the defaulting Employer is to be deprived of the right to pay by check.

**Section 11. Safety.** The Employer agrees that there shall be safe conditions where Employees are working. Employees shall furnish their own hard hats and suitable shoes where required.

On the day of an injury resulting from a job site accident, the Employees shall not suffer loss for time spent receiving medical attention or, if the attending physician will not permit his return to work, for the remainder of the shift.

**Section 12. Protection.** Reasonable protection and heat in cold weather shall be provided for the Operator, including winter fans, summer fans, umbrellas, and side curtains. Employee shall be responsible for taking due care of the protective equipment. Protection shall be provided in the form of a building or enclosure with roof covering of sufficient strength to withstand the force of falling debris or other matter when Operator is operating equipment in or around a building under construction where such hazard exists. If job is large enough for a Foreman, a change shed and adequate sanitary facilities will be provided if requested.

Machine shall be equipped with protective canopy when used in clearing or wrecking of multistory buildings. When an Employee is working on such clearing or wrecking of a multistory building, there shall be another person within call.

**Section 13. Surety.** The Employer shall secure and maintain surety bond in the applicable amount as listed below to guarantee payment of all wages, fringes and contributions provided for in this Agreement and shall furnish to the Union evidence of the procurement and maintenance of bond in such amount. The surety bond required of the Employer shall be as follows:

1 - 5	Employees = \$10,000.00
6 - 15	Employees = \$30,000.00

16 - 25 Employees = \$40,000.00

more than 25 Employees = \$50,000.00

The number of employees shall be based on the average number of employees employed during the summer months.

The Union shall not require a bond from an Employer who makes timely payments.

The Union shall not furnish employees to an Employer who is required to furnish such bond but has failed to do so.

**Section 14. Insurance.** The Employer shall provide Workmen's Compensation Insurance against injury and unemployment compensation protection for all Employees even though not required to do so by Missouri State Law.

The Employer shall furnish to the Union satisfactory evidence of compliance with this Section.

**Section 15. Drinking Water.** The Employer shall furnish suitable drinking water with ice during warm weather and sanitary drinking cups at all times.

**Section 16. Visiting Job.** It is further agreed that the duly authorized representatives of the Unions carrying proper credentials shall be allowed to visit jobs during working hours to interview the Employer or Employees but in no way shall hinder progress of the job. Employer will make all possible arrangements for such access to job sites including to restricted areas wherever possible.

**Section 17. Assembly, Disassembly or Modification.** A "bull gang" is a crew of Employees of the bargaining unit consisting of the operator and oiler used to assist in the assembly or disassembly and the operator and oiler, if required in Article XVII, Section 2 of the rig being assembled or disassembled. The oilers mentioned shall receive their appropriate pay classification and all other members of the bargaining unit in the bull gang shall receive the two drum rate.

On climbing cranes, derricks, and outside construction hoists, a member of the bargaining unit shall be present for assembly or disassembly and gainfully employed by assisting in the assembly or disassembly.

When rig being modified, including adding boom, load line and similar modifications is operated by the member of the bargaining unit and is used for general purposes, members of the bargaining unit shall perform modification. In the event the rig being modified is used exclusively with another craft, then the other craft will assist in the modification.

**Section 18. Pickups.** No member of the bargaining unit, except mechanics, shall be required to furnish personal transportation including pickups or equipment, except hand tools, to be used in the service of the Employer. Ownership of such transportation shall not be a condition of hiring or continued employment.

**Section 19. Marine Work.** When fireman or oiler on marine equipment in the water are required to begin work before the regular starting time, two men from the regular crew of the bargaining unit shall start to work at the same time.

When crane equipment is working on a barge that is moved with deck mounted self-propelled winches, a member of the bargaining unit shall be employed to operate winches at the appropriate rate of pay. If oiler or fireman on crane operates a winch, he shall receive the rate of pay applying to that classification.

On steam powered Whirley, the Crew shall consist of operator, fireman and oiler.

A winch operator shall be employed when needed.

**Section 20. Dredge Work.** On dredges eight (8) inches in size and over, minimum of three men will be required — and operator, oiler and engine man.

On dredges under eight (8) inches in size, mini-

mum of two (2) men will be required — an operator and engine man.

**Section 21. Asphalt and Concrete Plant.** One job site asphalt plants, a minimum of two (2) men will be required plus any additional men needed in other classifications.

On job site concrete producing plants, a minimum of one (1) man will be required plus any additional men needed in other classifications.

**Section 22. Dewatering Systems.** A dewatering system is defined as a combination of one or more pumps of any type, size or motive power including but not limited to wellpoint pumps, submersible pumps, well pumps, ejector or eductor pumps in combination with wells, wellpoints, pumps, piping and other appurtenances powered by diesel, electric, gasoline, gas or any other type of motive power to control water on any and all types of construction work.

A dewatering system shall be operated by a member of the bargaining unit at all times that the dewatering system is being operated except as modified by Article VI, Section 1, above.

The installation of a dewatering system shall be done with members of the bargaining unit.

**Section 23. Voting Time for Employees.** RSMo. Section 129.060-1. Any person entitled to vote at any election held within this state or any primary election held in preparation for such election, shall, on the day of such election be entitled to absent himself from any services or employment in which he is then engaged or employed, for a period of three (3) hours between the time of opening and the time of closing of the polls for the purpose of voting, and any absence for such purpose shall not be sufficient reason for the discharge of or the threat to discharge any such person from such services or employment, and any such employee, if he votes, shall not because of

so absenting himself, be liable to any penalty, nor shall any deduction be made on account of such absence from his usual salary or wages, provided, however, that request shall be made for such leave of absence prior to the day of election, and provided further, that this section shall not apply to a voter on the day of the election, if there by three successive hours while the polls are open in which he is not in the service of his Employer. The Employer may specify any three (3) hours between the time of opening and the time of closing the polls during which such employee may absent himself as aforesaid.

If required, employee shall have form signed at polling place to indicate vote has been cast. Form shall be furnished by the Employer.

**Section 24. Physical Examination.** No employee will be required to take physical examination on any project unless it is required by a Federal agency. In that case, the Employer shall assume the cost of said examination which shall be given by a doctor of the Employer's choice. The Employer shall also pay the involved prospective Employee two (2) hours wages at the applicable rate for the work he is proposed to do, provided that he was not on the payroll of the Employer at the time the physical examination was taken.

**Section 25.** If an operating engineer in the employ of the Employer signatory to this Agreement is made a defendant in a suit by a third party because of some action of the Employee while he is performing his duties as an operating engineer then the Employer will furnish counsel in such suit provided the Employee was carrying out the orders and directions of the Employer in the performance of the work.

**Section 26. Miscellaneous Tools.** Scissor lift, electric chain hoist, power operated crab and other small powered tools of similar nature when used for material hoisting purposes shall require an engineer to operate same. If scissor lift, electric chain hoist,

power operated crab and other small powered tools, hoists men and supplies three (3) or four (4) times daily and is then used as a working scaffold, this is not hoisting. When material is raised and fastened, lowered to get another piece and raised to position, this is hoisting.

If complaints arise in interpreting this understanding, they will be referred to a four (4) member sub-committee, two (2) from the Union and two (2) from the Contractor for a decision.

**Section 27. Manning Equipment.** In the event the Employer fails to properly man the classification of equipment which is covered by this agreement the Business Agent shall find out from the Employer's person in charge on the job if there is a member of the 513 Unit assigned.

If there is not a member assigned and the Business Agent and Employer's agent cannot agree that machine should be manned, then two members from the contractor and two representatives of the Union within five (5) days will review the facts and make a decision.

In the event the Employer has failed to properly man the equipment, the Employer shall pay not less than eight (8) hours for the day of the violation to a new Employee of the unit.

**Section 28. Substance Abuse.** The Employer may require employees to submit to testing for alcohol and/or controlled substances to the extent and in the manner required by applicable law or by a project owner.

The Employer shall also have discretion to require its employees covered by this Agreement to submit to testing for alcohol or controlled substances under the rules and procedures of a testing program that is administered by a third party and is acceptable to the Union. The St. Louis Construction Industry Substance Abuse Consortium is such a program acceptable to the Union.

## **ARTICLE IX**

### **Travel Expense and Transportation**

**Section 1.** When an Employee is sent out of the city overnight he shall be reimbursed for all legitimate and reasonable living expenses.

**Section 2.** On jobs of \$2,500,000 or more located thirty-five (35) miles or beyond from local union halls, via the most direct regularly traveled route, and other branch locations of union operations now in being or which may be established, a reimbursement for travel expenses of five dollars (\$5.00) per day.

In the event the client or owner of other large projects considers that such circumstances as location of the site and difficulty of access to the site because of traffic conditions on roads to the site resulting from employment of a large number of employees on such large project warrants the payment of reimbursement for travel expense and agrees to pay trades employed on his project such travel expense reimbursement in an equitable amount agreed upon by the trades, the foregoing shall not be construed to prevent the Employees covered hereunder from participating in such a project agreement. Travel pay shall be discussed at prejob conference.

**Section 3.** Such compensation for travel expense shall be considered a reimbursement for actual expense and in computing overtime pay any such compensation for travel expense for access to such a job shall not be computed at overtime rates and shall not be considered as overtime.

**Section 4.** Employees who are required by the Employer to assemble at a designated point and from there are transported by the Employer to the place of employment shall assemble at such designated point at 8:00 A.M. each morning and shall be returned to such designated point at 4:30 P.M. each evening. Should such an Employee be required to be transported so as to arrive at such place of employment at

8:00 A.M. and remain until 4:30 P.M., then such Employee will receive the contractual overtime for time required to travel both ways between the assembly point and the place of employment.

**Section 5.** Appropriate change in time designations must be made in the event of Shift Work.

## **ARTICLE X**

### **Grievance Procedure and Arbitration**

**Section 1.** Any difference arising between Employee and the Employer with reference to any conditions of employment except Jurisdictional disputes, affecting Employees subject to this Agreement that are not covered hereunder, or to the interpretation of this Agreement and any other grievances of the parties hereto that cannot be satisfactorily adjusted by the Employer and the Job Steward shall be referred to the Business Agent of the Union and the proper officials of the Contractor.

All grievances that cannot be settled between the officials of the Contractor and the Representative of the Union shall be referred to a Board of Arbitration (if requested by either the Union or the Contractor) consisting of three (3) members, one of whom shall represent and be appointed by the Union, one of whom shall represent and be appointed by the Contractor, and the two (2) thus chosen shall select the third. The Union and the Contractor shall select their respective representatives within five (5) days after receipt of written notice by one (1) from the other requesting arbitration. Failure of the two (2) thus chosen to agree upon a third member to complete the Board within a period of ten (10) days after notification by one (1) party to the other of the selection of the last named of the first two (2) members, then either may request the Senior Judge of the U.S. District Court for the Eastern District of Missouri to appoint the third member. The decision of the majority of the Board of Arbitration shall be final and bind-

ing on all concerned. Each of the parties hereto shall pay the compensation of their own representative and the compensation of the third member and other expense of such arbitration shall be borne equally by the Contractor and the Union. However, if arbitration is not requested either by the Union or by the Contractor on behalf of a member Employer, the Union reserves the right to use its economic power in support of its demands and in such event it is agreed by other parties that any such action taken by the Union shall not constitute a violation of this Agreement notwithstanding any provision of this Agreement to the contrary.

No award in arbitration shall be retroactive for a period exceeding thirty (30) days from the date of filing of a written complaint with the Employer or the Union in such arbitration proceeding. Nothing herein contained shall prevent an Employee from presenting his individual grievance, as provided for and guaranteed by the Labor-Management Relations Act of 1947.

#### **ARTICLE XI**

##### **Strikes - Lockouts**

**Section 1.** Except as otherwise provided herein, Employees shall not cease work, slow down, or engage in any strike or other concerted interruption or interference with the work or business of the Employer during the term of this Agreement, and the Employer shall not lock out any Employee covered hereunder during said term.

#### **ARTICLE XII**

##### **Picket Lines**

**Section 1.** It shall not constitute a breach of this Agreement for any Employee covered hereunder to refuse to cross any picket line and perform any work in any instance where:

- A. The purpose of the picketing is lawful, is duly authorized by the Union picketing and the Building Trades Council of the appropriate jurisdiction so required, and
- B. The establishment thereof is not contrary to, or in violation of any law or this Agreement.

#### **ARTICLE XIII**

##### **Jurisdictional Questions**

**Section 1.** When there are no decisions or agreements of record or when no decisions or agreements of record apply, the Employer shall assign the work in a manner that is not contrary to decisions or agreements of record in accordance with the established practice in the local area of the majority of Employers in the area.

**Section 2.** The Employer shall assign work to members of the bargaining unit in accordance with the traditional and historical work assignment in the geographic jurisdiction of this Agreement.

The parties shall be bound to the decisions of record and agreements of record, as recorded in the agreements and decisions rendered affecting the Building Industry by the Building and Construction Trades Department.

AFL-CIO (Green book) and the National Jurisdictional Agreement compiled by the Associated General Contractors of America (Gray book), as amended, relating to work jurisdiction in the event of disputes over work jurisdiction. To be recognized, copies of any local agreements of record shall have been furnished to the contractor.

**Section 3.** There shall be no stoppage of work because of jurisdictional dispute.

## **ARTICLE XIV**

### **Exoneration**

**Section 1.** During the term of this Agreement, the Union will not authorize, cause, induce, support or condone any strike whether general or sympathetic or any work stoppage, or slow down of work, or walk-out by any of the Employees covered hereunder, of the Union, or any members of the Union, nor will the Union in any way support any action of its members in engaging in any of the same, but on the contrary will do everything within its power to prevent such acts.

**Section 2.** The Union further agrees that should any of its members or its agents engage in such activities, without authority from the Union, the said Union will (by public announcement, advertisement, or such other means as shall seem practical),

- A. Request them to immediately return to work
- B. Advise them that they are violating the Union Agreement with said Employer, and
- C. Grant them no assistance.

**Section 3.** It is further agreed that any Employee or Employees engaging in such unauthorized action shall be subject to discharge by the Employer without further notice, and the action of the Employer in so discharging such Employee or Employees shall not be subject to dispute by the Union, or subject to arbitration.

**Section 4.** It is further agreed that the Union will, upon written request by the Employer, notify said Employer in writing within forty-eight (48) hours after the said written request is delivered to the Union office, at St. Louis, Missouri, whether the act or acts of the members alleged by the Employer to be improper were or are authorized by the Union.

**Section 5.** In consideration of the foregoing the Employer agrees that it will not hold said Union liable

for any of the aforesaid actions or acts of the members or agents of the Union not authorized, induced, supported or condoned by said Union.

**Section 6.** It is further agreed that concerted refusal of Employees of any Employer to report for work, without cause, when requested by Employer to so report for work, shall constitute just cause for discharge.

**Section 7.** It is understood and agreed that the Association shall not in any event be bound as a principal or Employer hereunder or be held liable as a principal or Employer in any manner for breach of this Agreement by and party hereto; that the liability of the Employer hereunder is several and not joint. That it is further agreed that the Employer shall not be held liable for any acts of agents of Employer not authorized by the Employer.

**Section 8.** The Employer agrees it will, on written request by the Union, notify the Union within forty-eight (48) hours after receipt of such request by the Employer whether or not the act of the agent complained of by the Union is authorized and if not authorized the Employer will take immediate steps to rectify the situation complained of.

## **ARTICLE XV**

### **Management**

**Section 1.** The management of the Employer's work and business and the direction of the working force, including the right to hire, suspend, transfer or discharge for proper cause and the right to relieve employees from duty because of lack of work, or other reasons is vested exclusively in the Employer, provided, however, that this shall not be exercised for the purpose of discrimination against any member of the Union or in any manner contrary to the provisions of this Agreement or law.

## ARTICLE XVI

### Benefit Fund Contributions

**Section 1. Benefit Trust Fund Contributions.** In addition to the per hour wage rates set forth herein, the Employer will make timely reports and contributions to the Pension Fund, Welfare Fund, Vacation Fund, Annuity Fund, and the Local 513 Journeyman and Apprenticeship Training Fund. Penalties for delinquency in such reporting and payment are detailed in Section 16.06.

It is agreed that the J.A.T.F. will be 1.65% of the gross two-drum rate and fringes. Payments will be as follows:

- Effective May 1, 2004 - \$.60
- Effective May 2, 2005 - \$.63
- Effective May 1, 2006 - \$.65
- Effective May 1, 2007 - \$.67
- Effective May 1, 2008 - \$.70

The Employers agree to furnish the Trustees of such Trust Funds, upon request, such information and reports as they may require in the performance of their duties under the Agreement and Declaration of Trust. The audit procedures shall be mutually agreed upon by the Trustees and the Contractor.

The Trustees of such Trust Funds incorporated by reference in this Agreement have the authority to audit the appropriate records, deemed necessary by the above audit procedures, of any Employer no more often than once every three (3) years on a random basis. The Trustees have the authority to audit those records of any Employer if they have evidence that such Employer is not making proper and timely contributions to said Funds at any time. Written notice by certified mail from the Trustees requesting an audit shall be given to the Employer.

**Except as provided herein for retirees**, no employee of an Employer shall have the option to receive, instead of the benefits provided for by the Agreement and Declaration of Trust, any part of the payment of the Employer. No employee of an Employer shall have the right to assign any benefits to which he may be or become entitled under the Agreement and Declaration of Trust, any part of the pay-consideration in lieu of such benefits either upon termination of the Trust therein created or through severance of employment or otherwise, **except as noted in this Article.**

Fringes shall be paid on each payroll hour for each employee covered by this Agreement, except that no contribution shall be made on behalf of retirees to the Pension, Welfare or Annuity Funds. The Employer shall add to the wage rate and pay as additional wages to retirees an amount equal to the total of the Pension, Welfare and Annuity contributions that would otherwise be payable. Fringe benefit contributions other than Pension, Welfare and Annuity shall be paid for retirees as for other employees. For purposes of this Article 16, the term "retiree" shall mean an employee who has retired and commenced receiving benefits from the Local Union 513 Pension Fund.

**Section 2. Pension.** The Employer will contribute Six dollars and 45 cents (\$6.45) per hour for each payroll hour for each employee covered by this Agreement, **except for retirees**, to the Local Union 513 Pension Fund.

The reporting, payment and administration of such contributions shall be governed by the terms of the Trust Agreement creating the Pension Fund and the rules and regulations adopted thereunder.

**Section 3. Welfare.** The Employer will contribute Four Dollars and Seventy Cents (\$4.70) per hour for each payroll hour for each employee covered by this

Agreement, **except for retirees**, to the Local Union 513 Welfare Fund.

The reporting, payment and administration of such contributions shall be governed by the terms of the Trust Agreement creating the Welfare Fund and the rules adopted thereunder.

**Section 4. Vacation.** The Employer will deduct and pay to the Vacation Fund of Operating Engineers Local 513 One Dollar and Thirty-five Cents (\$1.35) for each straight-time payroll hour, Two dollars and Three cents (\$2.03) for each time and one-half payroll hour, and Two Dollars and Seventy Cents (\$2.70) for each double time payroll hour, plus two and one-half percent (2-1/2%) of gross wages earned.

The reporting, payment and administration of such contribution shall be governed by the terms of the Trust Agreement creating the Vacation Plan and the rules and regulations adopted thereunder.

**Section 5. Annuity Fund.** The Employer will make a Two dollars and Five Cents (\$2.05) per hour contribution to the Operating Engineers Local Union 513 Annuity Fund.

The reporting, payment and administration of such contributions shall be governed by the terms of the Trust Agreement creating the Annuity Fund and the rules and regulations adopted thereunder.

**Section 6. Delinquency Penalties.** In the event the Employer fails to make prompt and timely reports as required and payment of the contributions due to Operating Engineers Local Union 513 Pension Fund, to Operating Engineers Local Union 513 Welfare Fund, to the Operating Engineers Local Union 513 Vacation Fund, to the Operating Engineers Local Union 513 Annuity Fund, and to the Operating Engineer Local Union 513 Journeyman and Apprenticeship Training Fund, the Union, following seventy-two (72) hours written notice by the Fund Trustees or the Union to such delinquent Employer,

may order cessation of all work covered by Employer on all jobs of Employer until such reports are made and respective contributions due are paid. In addition, thereto, it is agreed that the above contributions due, plus a late payment penalty equal to twenty percent (20%) of the contributions due, constitute a debt owed by the Employer to said respective Funds' Trustees, and that in addition to all other remedies on account thereof available to said Trustees and/or the Union, such debt may be recovered by suit or action at law brought by said Trustees and/or Union, and in the event of such action the Employer agrees to pay in addition to the amount found due of such debt (including the late penalty), all Court costs, interest on such debt at the maximum lawful rate computed from the due date of each such contribution, plus a reasonable attorney's fee payable to the attorney or attorneys representing the Trustees and/or the Union in such action with the amount thereof fixed by the Court, but in no event less than thirty-three and one-third percent (33-1/3%) of the total amount for which judgment is rendered.

**Section 7.** Where economic conditions threaten the job security of, or the preservation of work for, the employees covered by this Agreement, then at the request of either the Union or the Association, the parties agree to hold a conference at which the Association and/or the Union may present proposals for consideration by the parties. Such a request received by the Union from an individual Employer shall be referred to the Association. The parties may agree to such, relief as they deem to be in their best interests, or, the parties may disagree to any proposals which have been advanced. Issues arising from such conference or from the proposals made therein by the parties shall not be subject to the grievance or arbitration provisions of the Agreement.

All signatory contractors bidding on that same job shall be given the same relief.

## ARTICLE XVII

### Job Classifications - Wage Rates Special Wages and Wage Provisions

**Section 1.** It is agreed by signatory Employer that all equipment listed in this Agreement shall be operated exclusively by Operating Engineers covered by this Agreement except for written agreements which make provisions for jurisdictional assignments made by the International Union of Operating Engineers and/or by Local 513 with other building and construction craft unions.

**Section 2.** Highest applicable rate shall be paid for all hours worked that day. Scheduled future increases for all classifications during the terms of the Agreement are as follows:

Effective May 1, 2004 ..... \$1.50 + .02 J.A.T.F.  
Effective May 1, 2005 ..... \$1.40 + .03 J.A.T.F.  
Effective May 1, 2006 ..... \$1.40 + .02 J.A.T.F.  
Effective May 1, 2007 ..... \$1.40 + .02 J.A.T.F.  
Effective May 1, 2008 ..... \$1.40 + .03 J.A.T.F.

**Section 3.** Effective May 1, 2004, operators of the machines listed in this section shall be paid the top (two drum) rate and the crew on machinery shall include fireman or oiler:

	GROUP I		
	Straight Time	Time and one-half	Double Time
Wages	\$23.37	\$41.96	\$60.54
Vacation			
(Included in wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	.60	.60	.60
Total	<u>\$37.17</u>	<u>\$55.76</u>	<u>\$74.34</u>

Backhoe, cable

Cableway

Crane, Crawler or Truck

Crane Hydraulic - Truck or cruiser mounted - over 40 tons and derated

Crane pile driving and extracting (see Section 8 for premium - \$.50 per hour)

Crane, locomotive

✓ Crane with boom (including jib) over 100' from pin to pin (premium \$.01 per foot to maximum of \$2.00 - (see Section 8))

Crane - using rock socket tool (see Section 8 for premium - \$.50 per hour)

Derrick, steam

Derrick Car and Derrick Boat

Dragline

Dragline 7 cu. yds. and over (see Section 8 for premium - \$.50 per hour)

Dredge

Excavator/hydraulic with tracks(excluding mini excavator) 4-7 (1 oiler) 8-11 (2 oilers), if no oiler required two (\$2.00) dollar premium per machine regardless of attachments.

Gradall, crawler or tire mounted

Locomotive, gas, steam and other powers

Pile Driver, land or floating

Scoop, Skimmer

Shovel, Power (steam, gas, electric or other powers)

Shovel, Power 7 cu. yds. and over (see Section 8 for premiums - \$.50 per hour)

Switch Boat

Whirley

**Section 4.** Effective May 1, 2004, operators of the machines listed in this section shall be paid the top (two drum) rate:

## GROUP II

	Straight Time	Time and one-half	Double Time
Wages	\$23.37	\$41.96	\$60.54
Vacation			
(Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	<u>.60</u>	<u>.60</u>	<u>.60</u>
Total	<u>\$37.17</u>	<u>\$55.76</u>	<u>\$74.34</u>
Air Tugger w/Air Compressor			
Anchor Placing Barge			
Articulated End Dumps			
Asphalt Spreader			
Athoy Force Feeder Loader (self-propelled)			
Backfilling machine			
Backhoe - rubber tire			
Boat Operator - push boat or tow boat (job site)			
Boiler, High Pressure Breaking in Period			
Boom Truck, placing or erecting			
Boring Machine, footing foundation			
Bulfloat			
Cherry Picker			
Combination Concrete Hoist and Mixer such as Mixer-mobile			
Compressor (when operator runs throttle)			
Compressor, Air, two 185 CFM and under (one - see Article 6, Section 1)			
Concrete Breaker (truck or tractor mounted)			
Concrete Pump, such as Pumpcrete machine			
Concrete Saw (self-propelled)			

## Concrete Spreader

Conveyor, large (not self-propelled) hoisting or moving brick and concrete into, or into and on floor level, one or both

Crane, Climbing (such as Linden) see Section 8 for premium - \$.50 per hour

Crane, Hydraulic - rough terrain, 20 tons and over

Crane, Hydraulic - rough terrain, self-propelled

Crane, Hydraulic - truck or cruiser mounted - under 16 tons (if a second man is required, he shall be a member of the bargaining unit)

Derrick, Diesel, gas, electric hoisting material and erecting steel - 150' or more above ground (premium \$.50 per hour - see Section 8)

Drilling Machines, self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and Barco equipment no engineer required)

Elevating Grader

Engine Man, Dredge

Excavator or Powerbelt Machine

Finishing Machine, self-propelled oscillating screen

Forklift

Generators, four through six, 30 KW or over (see Article 6, Section 2) (one - see Article 6, Section 1)

Generator-Pump Combination (see Article VI, Section 2)

Grader, road with power blade

Greaser

Grinder with Attached Picker

Heaters, fuel fired with forced air, two through six (see Article 6, Sections 2 and 3)

Highlift

Hoist, Concrete and Brick (brick cages or concrete skips operating in or on tower, towermobile, or similar equipment)

Hoist, Three (3) or more drums in use (see Section 8 for premium - \$.50 per hour)

Hoist, Stack

Horizontal Directional Drill Locator

Hydro-hammer

Lad-A-Vator, hoisting brick or concrete

Loading Machine (such as Barber-Greene)

Mechanic, on job site

Mixer, Paving

Mixermobile

Mucking Machine

Pipe Cleaning Machine

Pipe Wrapping Machine

Plant, Asphalt (see Article VII - Section 21)

Plant, Concrete producing or Ready-Mix-Job site (see Article VIII, Section 2)

Plant, Heating - Job Site

Plant, Mixing - Job Site

Plant, Power, Generating - Job Site

Power Pac and Controls

Pumps, four through six, self-powered over 2" (see Article 6, Section 2)

Pumps, electric submersible, four through six, over 4" (see Article 6, Section 2)

Pumps, self-powered, over six (6) inches, one (1) operator will operate two (2) at the two (2) drum rate

Quad-track

Roller, Asphalt, top or subgrade

Skid Steer Loader, such as Bobcat

Scoop, Tandem (see Section 8 for premium - \$.50 per hour)

Scoop, tractor drawn

Spreader Box

Subgrader

Tie Tamper

Tractor-crawler, or wheel type with or without power unit, power takeoffs and attachments regardless of size

Tractor, tandem crawler (see Section 8 for premium - \$.50 per hour)

Trenching Machine

Tunnel Boring Machine

Vibrating Machine, automatic, automatic propelled

Welding Machines (internal combustion), four through six (see Article 6, Section 2) (one - see Article 6, Section 1)

Well Drilling Machine

**Section 5.** Effective May 1, 2004, operators of the machines listed in this section shall be paid the intermediate (one drum) rate:

#### GROUP III

	<b>Straight Time</b>	<b>Time and one-half</b>	<b>Double Time</b>
Wages	\$22.12	\$40.08	\$58.04
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	.60	.60	.60
Total	<u>\$35.92</u>	<u>\$53.88</u>	<u>\$71.84</u>

Air Tugger w/plant air

Boiler, for power or heating shell of building or temporary enclosures in connection with construction work and until owner's maintenance personnel takes over operation along with building utilities and service

Boiler, Temporary

Compressor, Air, one over 185 CFM - when engineer operates compressor he will also repair drills and equipment operating from this machine

Compress, Air (Mounted on Truck) - When engineer operating compressor also drives truck upon which compressor is mounted he will also repair drills and equipment operating from this machine.

Conveyor, large (not self-propelled)

Conveyor, large (not self-propelled) moving brick and concrete (distribution on floor level)Curb Finishing Machine

Ditch Paving Machine

Elevator (Building Construction or Alteration)

Endless Chain Hoist

Fireman (as required)

Form Grader

Hoist, One Drum regardless of size (except brick or concrete)

Lad-A-Vator

Manlift

Mixer, Asphalt, over 8 cubic feet capacity

Mixer, if two or more mixers of one bag capacity or less are used by one Employer on job, an operator is required.

Mixer, without side loader, 2 bag capacity or more

Mixer, with side loader, 2 bag capacity or more

Mixer, with side loader, regardless of size, not paver

Mud Jack (where Mud Jack is used in conjunction with an air compressor, operator shall be paid at rate of fifty-five cents (\$.55) per hour additional to his basic rate for covering both operations)

Oiler on dredge

Oiler on truck crane

Pug Mill operator

Scissor Lift (used for hoisting)

Sweeper, street

Tractor, small wheel type 50 HP and under with grader blade and similar equipment

Winch, operating from truck

Mechanic in shop

**Section 6.** Effective May 1, 2004 operators of the machines listed in this section shall be paid the low (oiler) rate:

**GROUP IV**

	<b>Straight Time</b>	<b>Time and one-half</b>	<b>Double Time</b>
Wages	\$21.14	\$38.61	\$56.08
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	.60	.60	.60
Total	<u>\$34.94</u>	<u>\$52.41</u>	<u>\$69.88</u>

Boat Operator - Outboard motor (job site)

Note: Boat (outboard) may be used by supervisory, clerical employees other than to haul materials.

Conveyors (such as Con-vay-it) regardless of how used

Elevator (Inside Permanent)

Heater, 1 (see Article VI, Section 1)

Oiler

Sweeper, floor

**Section 7.** Effective May 1, 2004, operators of the machines listed in this section shall be paid the rates as indicated below:

**GROUP V**

Vacation: \$1.35 included in wages: \$2.03 for time and one-half; \$2.70 for double time. (Pension \$6.45 per hour; Welfare \$4.70 per hour; Annuity \$2.05 per hour; J.A.T.F. \$.60 per hour).

**Effective May 1, 1999**

	<b>Straight Time</b>	<b>Time and one-half</b>	<b>Double Time</b>
Air-Pressure Oiler Engineer operating under 10 lbs	\$24.07	\$43.01	\$61.94
Air-Pressure Oiler Engineer operating over 10 lbs	26.70	46.95	67.20
Air-Pressure Engineer operating under 10 lbs	28.02	48.93	69.84
Air-Pressure Engineer operating over 10 lbs	30.50	52.65	74.80
Apprentices (see Article III, Section 10)			
Foreman, operating (see Article IV, Section 2)			
Foreman, general (see Article IV, Section 2)			
Heater - one (see Article VI, Section 1)			
Helicopter, hoisting construction material (rate to be negotiated)			

Mechanic Trainee

1st year - 55% of applicable mechanic rate

2nd year - 65% of applicable mechanic rate

3rd year - 80% of applicable mechanic rate

Mixer, if one bag capacity or less (an engineer is not required)

Plant Air or Steam (see Article VI, Section 1)

Pump, self-powered, 2" or under (see Article VI, Section 1)

Pumps, electric submersible, 4" and under (see Article VI, Section 1)

Tunnel, man assigned to work in tunnel or tunnel shaft (see Section 8 for premium - \$.50 per hour)

Welding Machine, 400 amp or less (see article VI, Section 1)

**Section 8.** The hourly wages listed below for skilled operators:

Includes \$1.35 per hour vacation; \$2.03 for time and one-half; \$2.70 for double time.

**Effective May 1, 2004**

**Skilled Operator Wages**

**Excavator (hydraulic with tracks), 4-7 machines 1 oiler, 8-11 machines 2 oilers, if no oiler is required, the base rate of pay for operator of each machine shall be \$25.37 per hour (regardless of attachments) (Employer has the option to hire apprentice or trainee in lieu of \$2.00.)**

	<b>Straight Time</b>	<b>Time and one-half</b>	<b>Double Time</b>
Wages	\$25.37	\$44.96	\$64.54
Wages (with apprentice or trainee)	23.37	41.96	60.54
Vacation (Included in Wage)	1.35	2.03	2.70

	Straight Time	Time and one-half	Double Time
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	<u>.60</u>	<u>.60</u>	<u>.60</u>
Total	<u>\$39.17</u>	<u>\$58.76</u>	<u>\$78.34</u>
Total (with apprentice or trainee)	<u>\$37.17</u>	<u>\$55.76</u>	<u>\$74.34</u>

**Certified Crane Operator (C.C.O.), when required by Contractor, Owner, Davis-Bacon or Prevailing Wage, the base rate of pay for operator shall be \$24.87 per hour.**

	Straight Time	Time and one-half	Double Time
Wages	\$24.87	\$44.21	\$63.54
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	<u>.60</u>	<u>.60</u>	<u>.60</u>
Total	<u>\$38.67</u>	<u>\$58.01</u>	<u>\$77.34</u>

**Certified Hazardous Materials Operator (only when required by owner or contractor, the base rate of pay for operator shall be \$24.87 per hour.  
(effective May 1, 2004)**

	Straight Time	Time and one-half	Double Time
Wages	\$24.87	\$44.21	\$63.54
Vacation (Included in Wage)	1.35	2.03	2.70

	Straight Time	Time and one-half	Double Time
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	<u>.60</u>	<u>.60</u>	<u>.60</u>
Total	<u>\$38.67</u>	<u>\$58.01</u>	<u>\$77.34</u>

**Crane-Boom (Including Jib):  
100 ft. - 150 ft.**

	Straight Time	Time and one-half	Double Time
Wages	\$23.87	\$42.71	\$61.54
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	<u>.60</u>	<u>.60</u>	<u>.60</u>
Total	<u>\$37.67</u>	<u>\$56.51</u>	<u>\$75.34</u>

**150 ft. - 200 ft.**

	Straight Time	Time and one-half	Double Time
Wages	\$24.37	\$43.46	\$62.54
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	<u>.60</u>	<u>.60</u>	<u>.60</u>
Total	<u>\$38.17</u>	<u>\$57.26</u>	<u>\$76.34</u>

**200 ft. - 250 ft.**

	<b>Straight Time</b>	<b>Time and one-half</b>	<b>Double Time</b>
Wages	\$24.87	\$44.21	\$63.54
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	<u>.60</u>	<u>.60</u>	<u>.60</u>
Total	<u>\$38.67</u>	<u>\$58.01</u>	<u>\$77.34</u>

**250 ft. - 300 ft.**

	<b>Straight Time</b>	<b>Time and one-half</b>	<b>Double Time</b>
Wages	\$25.37	\$44.96	\$64.54
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.03	2.03	2.03
J.A.T.F.	<u>.60</u>	<u>.60</u>	<u>.60</u>
Total	<u>\$39.17</u>	<u>\$58.76</u>	<u>\$78.34</u>

**Crane Climbing (such as Linden)**

	<b>Straight Time</b>	<b>Time and one-half</b>	<b>Double Time</b>
Wages	\$23.87	\$42.71	\$61.54
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	<u>.60</u>	<u>.60</u>	<u>.60</u>
Total	<u>\$37.67</u>	<u>\$56.51</u>	<u>\$75.34</u>

**Crane, Pile Driving and Extracting**

	<b>Straight Time</b>	<b>Time and one-half</b>	<b>Double Time</b>
Wages	\$23.87	\$42.71	\$61.54
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	<u>.60</u>	<u>.60</u>	<u>.60</u>
Total	<u>\$37.67</u>	<u>\$56.51</u>	<u>\$75.34</u>

**Crane, using Rock Socket Tool**

	<b>Straight Time</b>	<b>Time and one-half</b>	<b>Double Time</b>
Wages	\$23.87	\$42.71	\$61.54
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	<u>.60</u>	<u>.60</u>	<u>.60</u>
Total	<u>\$37.67</u>	<u>\$56.51</u>	<u>\$75.34</u>

**Derrick, Diesel, gas or electric hoisting Material or erecting steel 150 feet or more above ground**

	<b>Straight Time</b>	<b>Time and one-half</b>	<b>Double Time</b>
Wages	\$23.87	\$42.71	\$61.54
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	<u>.60</u>	<u>.60</u>	<u>.60</u>
Total	<u>\$37.67</u>	<u>\$56.51</u>	<u>\$75.34</u>

**Dragline - 7 cubic yds. and over**

	Straight Time	Time and one-half	Double Time
Wages	\$23.87	\$42.71	\$61.54
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	.60	.60	.60
Total	<u>\$37.67</u>	<u>\$56.51</u>	<u>\$75.34</u>

**Hoist, three (3) or more drums**

	Straight Time	Time and one-half	Double Time
Wages	\$23.87	\$42.71	\$61.54
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	.60	.60	.60
Total	<u>\$37.67</u>	<u>\$56.51</u>	<u>\$75.34</u>

**Scoop Tandem**

	Straight Time	Time and one-half	Double Time
Wages	\$23.87	\$42.71	\$61.54
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	.60	.60	.60
Total	<u>\$37.67</u>	<u>\$56.51</u>	<u>\$75.34</u>

**Shovel, Power - 7 cu. yds. and over**

	Straight Time	Time and one-half	Double Time
Wages	\$23.87	\$42.71	\$61.54
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	.60	.60	.60
Total	<u>\$37.67</u>	<u>\$56.51</u>	<u>\$75.34</u>

**Tractor, Tandem Crawler**

	Straight Time	Time and one-half	Double Time
Wages	\$23.87	\$42.71	\$61.54
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	.60	.60	.60
Total	<u>\$37.67</u>	<u>\$56.51</u>	<u>\$75.34</u>

**Tunnel Man assigned to work tunnel or tunnel shaft**

	Straight Time	Time and one-half	Double Time
Wages	\$23.87	\$42.71	\$61.54
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	.60	.60	.60
Total	<u>\$37.67</u>	<u>\$56.51</u>	<u>\$75.34</u>

**Wrecking when machine is working on second floor or higher**

	<b>Straight Time</b>	<b>Time and one-half</b>	<b>Double Time</b>
Wages	\$23.87	\$42.71	\$61.54
Vacation (Included in Wage)	1.35	2.03	2.70
Pension	6.45	6.45	6.45
Welfare	4.70	4.70	4.70
Annuity	2.05	2.05	2.05
J.A.T.F.	<u>.60</u>	<u>.60</u>	<u>.60</u>
Total	<u>\$37.67</u>	<u>\$56.51</u>	<u>\$75.34</u>

2-1/2% Supplemental dues - 2-1/2% of gross wages will be deducted and sent to the Vacation Fund with other benefits.

**ARTICLE XVIII**

**Miscellaneous Savings Provisions**

**Section 1.** The Agreement including duly signed letters of clarification and intent covers the entire understanding between the Employer and Union. No oral or other written rule, regulation or understanding which is not embodied herein shall be of any force or effect upon said parties hereto.

Should any provision of this Agreement be contrary to, or in violation of, any applicable existing or future law, then such provision in such event shall be void and of no force and effect but all other provisions of this Agreement shall continue in full force and effect and be binding upon the parties. It is the intention of the parties to fully preserve the full force and effect of all provisions of this Agreement not contrary to law.

**Section 2.** Any provision of this Agreement shall be subject to renegotiation thereof is agreed to by the Union and the Contractor.

**Section 3.** A committee composed of two (2) from

the Union and two (2) from the Contractor shall be convened for the purpose to decide wage rates and manning requirements for new and/or unusual equipment.

**Section 4. Supplemental Dues.** It is understood that during the term of this Agreement, the Union has the option of implementing a supplemental dues plan in connection with the vacation plan providing the supplemental dues amount is deducted from the wage package.

**ARTICLE XIX**

**Termination**

This Agreement shall be effective and binding upon the Contractor and the Union from the date of assigning bargaining rights to the Association or from the date of signing the Agreement by an individual contractor until April 30, 2009.

This Agreement shall be automatically renewed for additional periods of one (1) year each, from year to year, from and after the termination of the original term of this Agreement, or any subsequent year for which the Agreement is in force, unless at least sixty (60) days prior to the termination of the original period of this Agreement or within sixty (60) days of the termination of any renewal thereof from time to time, either the Contractor or the Union gives the other written notice of its intention to terminate, amend or modify this Agreement. Within thirty (30) days after such notice is received a committee of representatives of the respective parties hereto shall meet and endeavor to come to an agreement on any matters in issue, and during the negotiations that follow with respect thereto there shall be no strike or stoppage of work.

In the event of failure of the parties to agree upon such wage rates following such reopening of the same, such shall not be construed to be a grievance or subject to grievance procedure but the right of the

Union to strike in support of its request is hereby reserved and the right of the Contractor to lock out is also reserved.

#### ARTICLE XX

In areas where open shop work is predominant; the Union, at its sole discretion, may grant relief to the Employer if the Union feels relief is in the best interest of the parties. This issue shall not be arbitrable. All signatory contractors bidding on that same job shall be given the same relief.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

#### EMPLOYER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address \_\_\_\_\_

LOCAL UNION NO. 513 AFFILIATED WITH  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS AFL-CIO

By: Richard Dubois  
President/Business Manager

By: Daniel M. McNamee  
Business Representative

Wages in this Agreement subject to changes with an increase in Pension, Health and Welfare, Vacation, Annuity and J.A.T.F. Wages will be reduced accordingly.

It is agreed by both parties, if there are any omissions or typographical errors, the parties will correct the same.

- NOTES -

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- NOTES -

— 73 —

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 513**

**RICHARD DICKENS**  
President-Business Manager

**General Offices**

**District No. 1**  
3449 Hollenberg Drive  
Bridgeton, Missouri 63044  
(314) 739-3983

**Outlying Offices**

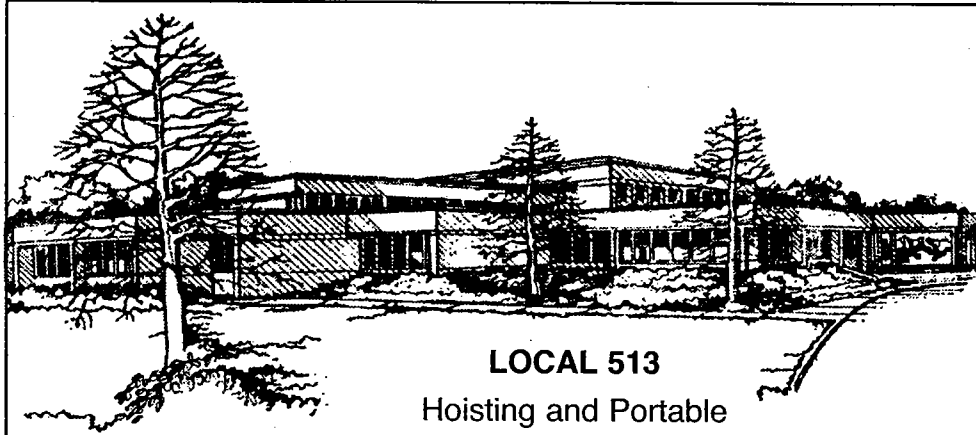
**District No. 2**  
Cape Girardeau, MO 63701  
777 Enterprise  
Phone: (573) 334-5680

**District No. 3**  
Jefferson City, MO 65101  
230 W. Dunklin  
Phone: (573) 635-3160

**Journeyman's Apprentice Training School**  
Rt. 1, Box 162A  
Silex, MO 63377  
Phone: (573) 485-2200

**Local 513 Fringe Benefit Fund**  
3449 Hollenberg Drive  
Bridgeton, MO 63044  
Phone: (314) 739-2973





## **LOCAL 513**

**Hoisting and Portable**

**International Union of Operating Engineers**

**Richard Dickens - President and Business Manager**